

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Ray Lewis Baker

(Enter above the full name of
plaintiff in this action)

CIVIL CASE NO:

CV-14-1634

(to be supplied by Clerk
of the District Court)

v.

Sarah Austin,
Roxanne Gardner
and Austin Law Firm

(Enter above the full name of
the defendant(s) in this action)

FILED
SCRANTON

AUG 21 2014

PER M
DEPUTY CLERK

COMPLAINT

1. The plaintiff Ray L. Baker a citizen of
the County of York State of

Pennsylvania, residing at 720 W Poplar St, Apt 1 York, PA. 17401

wishes to file a complaint under Legal malpractice, Negligence
(give Title No. etc.)
and Misrepresentation also Improper withdrawal
Title-552 PA 275, 714A. 2d 1027 (1998) 28 U.S.C. 1331

2. The defendant is Sarah Austin

3. STATEMENT OF CLAIM: (State below the facts of your case. If you have paper exhibits that give further information of your case, attach them to this completed form. Use as much space as you need. Attach extra sheet(s) if necessary)

Breach of fiduciary duties,
as per client/plaintiff agreement signed + dated
on 11/13/2008 (Exhibit 1) to establish a cause of action
for legal malpractice based on negligent representation
a plaintiff must show that an attorney owed a duty or
obligation to the plaintiff. (see Exhibit 1+2)

3. (CONTINUED) The attorney failed to conform to a standard, Required by Law.

Plaintiff had trust in Sarah Austin Law Firm, to handle his claims against his former employer. Defendant missed deadline for filing suit and failed to know and apply to law. A Case within a Case. In Kituskie V Corbman. 552 Pa, 282, 714 A.2d 1027 (1988) the Pennsylvania Supreme Court held that a plaintiff must prove a case within a case, since he must initially establish by a preponderance of the evidence that he would have recovered a judgement in the underlying action. See also Nelson V Heslin 2002 1A, Super 244 806 A. 2D 813 (PA Super 2007).

4. WHEREFORE, plaintiff prays that

he receives special damages in the sum of \$95,000.00. General damages according to (proved and trial). Reasonable attorneys fee, cost of suit and any such other Further Relief as the Court should deem proper.

8/16/2014

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carolyn Cooper, Notary Public
City of York, York County

Commission Expires April 18, 2015

PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]

Ray Baker, Pro Se
(Signature of Plaintiff)

3. (continued)

Due to the confidentiality clause and underlying case, the plaintiff will withhold evidence pertaining to claim until further notice. As for etc. Breach of standard of care and failure to know the deadlines.

Ray L. Baker
#1, 720 W. Poplar st.
York, Pennsylvania, 17401
Phone: (717) 916-7447
Email: yorksitone@gmail.com

AS PER Ph. call
TO COURT 8/18/14
DOCUMENT
NOT
RECEIVED

July 24, 2014

William J. Nealon Federal Bldg. & U.S. Courthouse
235 N. Washington Avenue
Scranton, Pennsylvania, 17401
Attn: Maria E. Elkins

Re: Complaint

Dear Sir/Madam:

Please give my concerns in this complaint letter your immediate attention.

I have the following complaint/concerns: Legal Malpractice in that Sarah Austin was negligent in handling my claim, missed deadlines, failed to react to calendar, improper withdrawal, civil rights violation negligence error, Breach of Fiduciary Duty, simple blew my case, Breach of contract as cause of action, specific performance, misrepresentation, cause by failure to know deadlines, etc.

In order to adequately resolve my concerns, I require that you do the following: damages that the law deems allowable in court for legal malpractice if I have to file suit against you & your law firm and other attorney that abandon my claims and left you in charge. If you will settle out of court \$95,000 please feel free to contact me. I have enclosed copies of all my relevant records.

I may be contacted or reached in writing at my above address, by phone conversation at my above phone number, or by email sent to my above email address.

If you fail to comply with my requests, I will immediately take legal action against you regarding these matters.

Thank you for taking the time to look into my concerns and for dealing with it in a prompt manner. I look forward to hearing from you as soon as possible.

Sincerely,

Ray L. Baker

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AUSTIN LAW FIRM LLC

Exhibit 1

①

November 4, 2008

Mr. Ray L. Baker
747 E. Lynchway
York, PA 17403

RE: Ray Baker v. Gichner Shelter Systems
PHRC Case No. 200705854

Dear Ray:

We are pleased that you have asked Austin Law Firm LLC to represent you in the above matter.

Our fee will be based primarily on the time spent on your file at our standard hourly rates, with additional consideration given to the novelty and difficulty of the problems involved, the skill requisite to perform the services properly, the likelihood that handling this matter will preclude other employment, along with the amount involved, the results obtained, time limitations imposed and the experience, reputation and ability of lawyers and/or staff performing the services.

The hourly rates for the above vary depending upon the training and experience of the person performing the work and may change from time to time. My current hourly rate is \$175.00; the current rate for Roxanne Garner is \$150.00 per hour, and the rate for staff will range from \$45.00 – \$75.00 per hour. There are certain minimum charges for work to be done, such as two-tenths of an hour (.20) for all letters and most telephone calls.

We require a retainer fee of \$500.00 prior to the Fact Finding Conference on (formally) November 12, 2008. You should receive a formal bill monthly. The bills you receive may include charges labeled "disbursements" that are out-of-pocket expenses including applicable filing fees, photocopies, long distance telephone charges, and postage, as well as legal fees incurred. We will draw down against the retainer for services rendered or costs incurred. If and when the retainer is exhausted, you will be responsible to pay any remaining fees/costs within the allowed billing cycle.

Exhibit 1

November 4, 2008
Page 2

Please be advised that Austin Law Firm LLC reserves the right to charge interest at the rate of 1.5 percent per month (18% per annum) on all balances not paid in full within twenty (20) days of the date of the bill. While in some cases we might agree to defer payment until later in the case, and in that situation will defer interest as well, unless a specific arrangement is made to the contrary, it must be clear that interest may be charged on outstanding accounts.

Austin Law Firm LLC reserves the right to withdraw from representation if the fees are not paid pursuant to this fee agreement or if you have failed to accurately disclose all material facts to either Austin Law Firm LLC or to the Court.

Finally, be advised that this firm cannot guaranty any particular outcome in this (or any other) legal matter. There are many variables to any case; this firm can only represent your legal interests to the fullest extent of the law, but the Judge/jury is left to interpret that law.

Please sign this letter to indicate your agreement and return it to me with the remainder of the retainer fee; the copy is for your file.

Very truly yours,

Sara A. Austin

Approved:

Date: 11/13/2008

Ray L. Baker
Ray L. Baker

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

In the matter of: **Ray Baker v. Gichner Shelter Systems**

Case No: **200705854**

EEOC No. **17f200862798**

NOTICE OF APPEARANCE


Please enter my appearance in the above captioned matter on behalf of:

Ray Baker

I am authorized to accept service on behalf of said participant in this matter.

(Check one)

- ☒ On the basis of this Notice, I request a copy of each document hereafter issued to my client by the Pennsylvania Human Relations Commission in this matter.
- ☐ I am already receiving or have access to a copy of each document issued to my client by the Pennsylvania Human Relations Commission in this matter (alone, or in a consolidated proceeding), and do not, on the basis of this Notice, require an additional copy.



Signature

Sara A. Austin, Esq.

Name (printed) Austin Law Firm, LLC

226 E. Market St

Address

York, PA 17403

City, State & ZIP

717-846-2246

Telephone

7-2-09

Date

Amelia Weaver
Human Relations Rep.

Ray Lewis Baker
~~720 W~~ Poplar ST. Apt. #1
York Pa. 17401
No Fee Enclosed

RECEIVED
SCRANTON

AUG 21 2014

PER

DEPUTY CLERK

U.S. District Court
235 N Washington Blvd
P.O. Box 1148
Scranton, Pa 18502

